

Contract ID#: S9E100-016C
Amendment No. 2



Department: Public Works

CF (Capital)

E-108-15 CF

Contract Details

NIFS ID #: CFPW09000023 NIFS Entry Date: 5/8/15 SERVICE: Term: from 8/14/2009 to 12/31/2015

New <input checked="" type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/> #2
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Agency Information

Vendor	
Name Beatty, Harvey, Coco Architects, LLP	Vendor ID# 13-4038454
Address 325 Wireless Boulevard Hauppauge, New York 11788	Contact Person Christopher Sepp
	Phone 631-300-1010

County Department
Department Contact Brian Schneider
Address 1194 Prospect Avenue Westbury, New York 11590
Phone 516-571-9610

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fw'd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head)	<input type="checkbox"/> <input type="checkbox"/>	<u>5/1/15</u> <i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval	<input type="checkbox"/>	<u>5/6/15</u> <i>[Signature]</i>	
	OMB	NIFS Approval	<input type="checkbox"/>	<u>5/13/15</u> <i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res.
<u>5/18/15</u>	County Attorney	CA RE & Insurance Verification	<input checked="" type="checkbox"/>	<u>5/19/15</u> <i>[Signature]</i>	
<u>5/20/15</u>	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/>	<u>6/1/15</u> <i>[Signature]</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	<u>6/5/15</u> <i>[Signature]</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>		<input type="checkbox"/>	<u>12:15</u> <i>[Signature]</i>	
	County Attorney	NIFS Approval	<input type="checkbox"/>	<u>6/1/15</u> <i>[Signature]</i>	
	Comptroller	NIFS Approval	<input type="checkbox"/>	<u>6/1/15</u> <i>[Signature]</i>	
<u>6/4/15</u>	County Executive	Notarization Filed with Clerk of the Leg.	<input type="checkbox"/> <input type="checkbox"/>	<u>6/4/15</u> <i>[Signature]</i>	



Contract Summary

Description: This is Amendment No. 2 to an existing professional service agreement S9E100-016C with the consulting firm of Beatty, Harvey, Coco Architects, LLP

Purpose:

To request approval for Nassau County to amend the Agreement with Beatty, Harvey, Coco Architects, LLP in order to complete all necessary design services at the Hempstead House in Sands Point. The new extension shall terminate the Agreement on December 31, 2015.

Method of Procurement:

The Firm was previously selected through a competitive RFP process following standard County procedures

Procurement History:

The Firm was previously selected through a competitive RFP process following standard County procedures. This is the second amendment.

Description of General Provisions:

The amendment represents an extension of time to the Agreement with Beatty, Harvey, Coco Architects, LLP for Design Services at the Hempstead House in Sands Point to December 31, 2015, with no increase to the Amended Maximum Amount under the First Amendment.

Impact on Funding / Price Analysis:

This Amendment is to extend the term of the Agreement and does not change the County's contribution.

Change in Contract from Prior Procurement:
N/A

Recommendation: Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	9E
Resp:	100
Object:	016
Transaction:	CF

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXXXX
County	\$0.01
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$ 0.01

LINE	INDEX/OBJECT CODE	AMOUNT
1	PWCAPCAP/9E100-016/00002	\$ 0.01
2		\$
3	<i>R. Imato - 5/19/15</i>	\$
4		\$
5		\$
6		\$
TOTAL		\$ 0.01

Document Prepared By: Brian Schneider

Date: _____

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name <i>[Signature]</i>
Name	Name	Date <i>6/4/15</i>
Date	Date	(For Office Use Only)
E #:		

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Beatty, Harvey, Coco Architects, LLP

CONTRACTOR ADDRESS: 325 Wireless Blvd. , Hauppauge, New York 11788

FEDERAL TAX ID #: 13-4038454

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on August 14, 2009. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after written request for proposals was issued on January 14, 2009. Potential proposers were made aware of the availability of the RFP by newspaper advertisement and posting on website. Proposals were due on February 17, 2009. Eight (8) proposals were received and evaluated. The evaluation committee consisted of: Joseph Davenport, Gary Grasso, Ken Arnold and Brian Schneider from the Department of Public Works. The proposals were scored and ranked. As a result of the scoring and ranking the highest-ranking proposer was selected.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ **A.** The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ **B.** The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ **A.** There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ **B.** The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ **C.** Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ **D.** Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.


VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

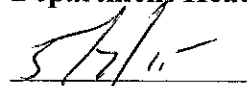
VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature



Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

RULES RESOLUTION NO. – 2015

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO PERSONAL SERVICES
AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON
BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC
WORKS AND BEATTY, HARVEY, COCO ARCHITECTS, LLP

WHEREAS, the County ON BEHALF OF THE Department of Public
Works has negotiated an amendment to a personal services agreement with
Beatty, Harvey, Coco Architects, LLP for design construction management
and engineering services relating to improvements at Hempstead House at
the Sands Point Preserve, a copy of which is on file with the Clerk of the
Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorize the County Executive to execute the said agreement
with Beatty, Harvey, Coco Architects, LLP

AMENDMENT NO. 2

This AMENDMENT (together with the appendix hereto, this "**Amendment No. 2**"), made and entered as of the date on which this amendment is last executed by the parties hereto by and between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "**County**"), acting for and on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, NY 11590-2723, and (ii) Beatty, Harvey, Coco Architects, LLP, having its principle office at 325 Wireless Boulevard, Hauppauge, New York 11788 (the "**Firm**")

WITNESSETH:

WHEREAS, pursuant to County contract number S9E100-016C (CFPW09000023) between the County and the Firm, executed on behalf of the County on August 14, 2009 (the "**Original Agreement**"), the Firm performs certain services for the County in connection with engineering design for improvements to the Hempstead House, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "**Services**"); and

WHEREAS, the maximum amount that the County agreed to pay the Firm for Services under the Original Agreement, as full compensation for the Services, was Sixty One Thousand Seven Hundred and Fifty Dollars (\$61,750), (the "**Maximum Amount**") and was increased by Amendment No. 1 to Seventy Thousand Eight Hundred and Eleven Dollars (\$70,811), (the "**Amended Maximum Amount**").

WHEREAS, the County agrees to extend the term of the Original Agreement with no increase to the Amended Maximum Amount under Amendment No. 1 to pay for the Services; the term of the Original Agreement was from August 14, 2009, through August 14, 2012 (the "**Original Term**") and was extended by departmental approval to August 14, 2013; The County desires to extend the term to December 31, 2015 (the "**Amended Term**").

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment No. 2, the parties agree as follows:

1. **Amended Term**. This Amendment shall extend the term of the Original Agreement to December 31, 2015, or such later date as is necessary to complete Services requested prior to December 31, 2015.

2. **Full Force and Effect**. All the terms and conditions of the Original Agreement not expressly amended by this Amendment No. 2 shall remain in full force and effect and govern the relationship of the parties for the term of Amendment No. 2.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

BEATTY, HARVEY, COCO ARCHITECTS, LLP

By: Dawn Gainer
Name: Dawn Gainer
Title: Controller
Date: 5-4-2015

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 4th day of May in the year 2015 before me personally came Dawn Gainer to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Controller of BHC Architects, LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

JAMES ROBERT GAINER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GA6291936
Qualified in Suffolk County
My Commission Expires October 28, 2017

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

AMENDMENT NO. 2

This AMENDMENT (together with the appendix hereto, this "Amendment No. 2"), made and entered as of the date on which this amendment is last executed by the parties hereto by and between (i) Nassau County, a municipal corporation having its principal office at One West Street, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, NY 11590-2723, and (ii) Beatty, Harvey, Coco Architects, LLP, having its principle office at 325 Wireless Boulevard, Hauppauge, New York 11788 (the "Firm")

WITNESSETH:

WHEREAS, pursuant to County contract number S9E100-016C (CFPW09000023) between the County and the Firm, executed on behalf of the County on August 14, 2009 (the "Original Agreement"), the Firm performs certain services for the County in connection with engineering design for improvements to the Hempstead House, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the maximum amount that the County agreed to pay the Firm for Services under the Original Agreement, as full compensation for the Services, was Sixty One Thousand Seven Hundred and Fifty Dollars (\$61,750), (the "Maximum Amount") and was increased by Amendment No. 1 to Seventy Thousand Eight Hundred and Eleven Dollars (\$70,811), (the "Amended Maximum Amount").

WHEREAS, the County agrees to extend the term of the Original Agreement with no increase to the Amended Maximum Amount under Amendment No. 1 to pay for the Services; the term of the Original Agreement was from August 14, 2009, through August 14, 2012 (the "Original Term") and was extended by departmental approval to August 14, 2013; The County desires to extend the term to December 31, 2015 (the "Amended Term").

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment No. 2, the parties agree as follows:

1. Amended Term. This Amendment shall extend the term of the Original Agreement to December 31, 2015, or such later date as is necessary to complete Services requested prior to December 31, 2015.

2. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment No. 2 shall remain in full force and effect and govern the relationship of the parties for the term of Amendment No. 2.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

BEATTY, HARVEY, COCO ARCHITECTS, LLP

By: Dawn Gainer
Name: Dawn Gainer
Title: Controller
Date: 5-4-2015

NASSAU COUNTY

By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

COUNTY OF NASSAU)

On the 4th day of May in the year 2015 before me personally came DAWN GRIMER to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Suffolk; that he or she is the Controller of BNC Architects, LLP, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

JAMES ROBERT GAINER
NOTARY PUBLIC-STATE OF NEW YORK
No. 01GA6291936
Qualified in Suffolk County
My Commission Expires October 28, 2017

COUNTY OF NASSAU)

On the ____ day of _____ in the year 201__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Contract ID#: S9E100-016C
Amendment No. 1



CLPW11000009

Department: Public Works

CF (Capital)

Contract Details

NIFS ID #: CLPW109000023 NIFS Entry Date: _____ Term: from _____ to _____

SERVICE: 5

New X Renewal	<input type="checkbox"/>
Amendment	<input checked="" type="checkbox"/>
Time Extension	<input type="checkbox"/>
Addl. Funds	<input type="checkbox"/>
Blanket Resolution	<input type="checkbox"/>
RES#	

1) Mandated Program:	Yes <input type="checkbox"/>	No X
2) Comptroller Approval Form Attached:	Yes X	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes X	No <input type="checkbox"/>
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes X	No <input type="checkbox"/>
5) Insurance Required	Yes X	No <input type="checkbox"/>

Agency Information

Vendor	
Name Beatty, Harvey, Coco Architects, LLP	Vendor ID# 13-4038454
Address 325 Wireless Boulevard Hauppauge, New York 11788	Contact Person Salvatore Coco
	Phone 631-300-1010

County Department
Department Contact Brian Schneider
Address 3340 Merrick Road Wantagh, NY 11793
Phone (516) 571-7521

Routing Slip

DATE Rec'd	DEPARTMENT	Interagency Certification	DATE Approved	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	3/16/11	<i>[Signature]</i>	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	3/16/11	<i>[Signature]</i>	
	OMB	NIFS Approval <input type="checkbox"/>	3/16/11	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/> Not required if Blanket Res.
3/14/11	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	3/15/11	<i>[Signature]</i>	
3/30	County Attorney	CA Approval as to form <input type="checkbox"/>	3/30	<i>[Signature]</i>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	4/8/11	<i>Gregory A. May</i>	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>				
	County Attorney	NIFS Approval <input type="checkbox"/>	10/26/11	<i>[Signature]</i>	
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	4/2/11	<i>[Signature]</i>	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	4/19/11	<i>[Signature]</i>	

Contract ID#: S9E100-016C
Amendment No. 1



Department: Public Works

Contract Summary

Description: This is an amendment to an existing professional service agreement S9E100016C with the consulting firm of Beatty, Harvey, Coco Architects, LLP

(Amendment #1)

Purpose:

This project is for the design of improvements to the Hempstead House at the Sands Point Preserve in Sands Point. This project has been selected to receive funding through the 2006 Environmental Bond Act (EBA) Program.

Method of Procurement:

Original contract – S9E100-016C – was entered into after an RFP process.

Procurement History:

Eight (8) firms responded to the RFP and submitted proposals. The proposal submitted by Beatty, Harvey, Coco Architects, LLP received the highest technical rating from the technical review committee and their proposed project fee of \$47,500 was deemed to be reasonable. It is the finding of the technical review committee that Beatty, Harvey & Associates, LLP offers the best value to the County and therefore recommends that they be retained for the contract.

Description of General Provisions:

This amendment to contract S9E100-016-C primarily consists of design and construction management services to perform additional structural related evaluations at the southwest corner of the building and develop design drawings and documents in conformance with Nassau County requirements in order to repair the buildings deficiencies at the said location.

Impact on Funding / Price Analysis:

Funding is available from the CAP PROJECT 41826 in the amount Not to Exceed \$9,061.00. This amount including contingency brings the total value of the contract up to \$70,811 from \$61,750.

Change in Contract from Prior Procurement:

None

Recommendation: Approve as submitted

Advisement Information

BUDGET CODES	
Fund:	CAP
Control:	41
Resp:	826
Object:	000
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$

LINE	INDEX OBJECT CODE	AMOUNT
1		\$
2	41826	\$ 9,061.00
3		\$
4		\$
5		\$
6		\$
TOTAL		\$ 9,061.00

APPROVED: *[Signature]* 3/15/11
INSURANCE SECTION
DATE: 4/19/11

Document Prepared By: **Brian Schneider**

NYS Certification I certify that this document was accepted into NIFS. Name: <i>[Signature]</i> Date: 11/3/11	Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. Name: <i>[Signature]</i> Date: 11/21/11	County Executive Approval Name: <i>[Signature]</i> Date: 4/19/11 E #: (For Office Use Only)
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E-84-11

RULES RESOLUTION NO. ¹⁰⁷ 2011

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICE
AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON
BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND
BEATTY, HARVEY, COCO ARCHITECTS, LLP

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on MAY 02 2011
VOTING:
ayes 6 nays 0 abstained 0 recused 0
Legislators present: 6

WHEREAS, the County on behalf of the Department of Public Works
has negotiated an amendment to a personal services agreement with Beatty,
Harvey, Coco Architects, LLP for design construction management and
engineering services relating to improvements at Hempstead House at the
Sands Point Preserve, a copy of which is on file with the Clerk of the
Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said agreement
with Beatty, Harvey, Coco Architects, LLP

RULES RESOLUTION NO. – 2011

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICE
AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON
BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND
BEATTY, HARVEY, COCO ARCHITECTS, LLP

WHEREAS, the County on behalf of the Department of Public Works
has negotiated an amendment to a personal services agreement with Beatty,
Harvey, Coco Architects, LLP for design construction management and
engineering services relating to improvements at Hempstead House at the
Sands Point Preserve, a copy of which is on file with the Clerk of the
Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said agreement
with Beatty, Harvey, Coco Architects, LLP

Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Beatty, Harvey, Coco Architects

CONTRACTOR ADDRESS: 325 Wireless Blvd., Hauppauge, New York 11788

FEDERAL TAX ID #: 13-4038454

Instructions: Please check the appropriate box ("☒") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on August 14, 2009. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after written request for proposals was issued on January 14, 2009. Potential proposers were made aware of the availability of the RFP by newspaper advertisement and posting on website. Proposals were due on February 17, 2009. Eight (8) proposals were received and evaluated. The evaluation committee consisted of: Joseph Davenport, Gary Grasso, Ken Arnold and Brian Schneider from the Department of Public Works. The proposals were scored and ranked. As a result of the scoring and ranking the highest-ranking proposer was selected.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

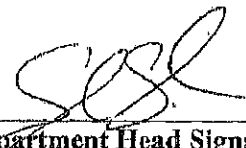
VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

3/30/11

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
Inter-Departmental Memo

TO: Office of the County Executive
Att: Rob Walker, Chief Deputy County Executive

FROM: Department of Public Works

DATE: February 22, 2011

SUBJECT: Authorization to Amend Professional Services Agreement
Beatty, Harvey, Coco Architects, LLP - Agreement No. S9E100016C

The Department of Public Works is requesting authorization to amend existing professional services agreement No. S9E100016C with the consulting firm Beatty, Harvey, Coco Architects, LLP (BHC). This amendment will be used to increase the project cap to complete additional design and construction administration services for improvements at the Hempstead House located at the Sands Point Preserve. The proposed work is similar in scope to the work already being conducted by BHC at the Hempstead House under the 2004 Environmental Bond Act (EBA). During the design phase of the EBA project, serious building façade issues which jeopardize public safety were uncovered. It is essential that these deficiencies be investigated, and repair of these conditions be designed. The intent of this authorization is to complete the design of this repair, including construction administration.

Considering the above, this Department recommends that we amend BHC's agreement to raise the authorized ceiling an additional \$9,070.00 for additional design and construction administration services for the aforementioned EBA project. This amendment would increase the total value of this contract, with contingency, from \$61,750.00 to \$70,820.00. The Department has delineated that sufficient funds are available in Capital Project 41826 for these services.

If you approve or disapprove of the above request, please signify below and return the memo to this office for appropriate action.



Shila Shah-Gavoudias
Commissioner

SSG:KGA:JLD:cs

c: Kenneth G. Arnold, Assistant to Commissioner
Joseph L. Davenport, Unit Head, Water/Wastewater Engineering Unit
Eileen Krieb, Community Services Representative, Dept. of Parks, Recreation and Museums
Brian J. Schneider, Hydrogeologist III ✓

APPROVED:

DISAPPROVED:

 2/22/11
Rob Walker
Chief Deputy County Executive

Date

Rob Walker
Chief Deputy County Executive

Date



COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Beatty, Harvey & Associates, Architects, LLP
Address: 325 Wireless Boulevard
City and State: Hauppauge, NY Zip Code: 11788

2. Firm's Vendor Identification Number: _____

3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company _____ Closely Held Corp. LLP Other (specify)

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

Todd Harvey, 156 Chichester Road, West Hills, NY 11743
Salvatore Coco, 19 Springwood Path, Laurel Hollow, NY 11791

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

See #4 above

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

NONE

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: MAY 19, 2009

Signed: [Signature]

Print Name: SALVATORE G. COCO

Title: PARTNER

AMENDMENT NO. 1

AMENDMENT, dated as of _____, 2011 (together with the appendix hereto, this "Amendment") between (i) Nassau County, a municipal corporation having its principle office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the County Department of Public Works, having its principle office at 1194 Prospect Avenue, Westbury, NY 11590-2723 (the "Department"), and (ii) Beatty, Harvey, Coco Architects, LLP, having its principle office at 325 Wireless Boulevard, Hauppauge, New York 11788 (the "Firm" or "Contractor")

WITNESSETH:

WHEREAS, pursuant to County contract number S9E100-016C (CFPW09000023) between the County and the Firm, executed on behalf of the County on August 14, 2009 (the "Original Agreement"), the Firm performs certain services for the County in connection with engineering design for improvements to the Hempstead House, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from August 14, 2009, through August 14, 2012 (the "Original Term"); and

WHEREAS, the maximum amount that the County agreed to pay the Firm for Services under the Original Agreement, as full compensation for the Services, was Sixty One Thousand Seven Hundred and Fifty Dollars (\$61,750), (the "Maximum Amount"); and

WHEREAS, the County and the Firm desire to amend the Original Agreement in order to modify the Services and increase the Maximum Amount.


NOW THEREFORE, in consideration of the premises and mutual covenants contained in the Amendment, the parties agree as follows:

1. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Nine Thousand and Sixty- One Dollars (\$9,061), so that the maximum amount that the County shall pay to the Firm as full consideration for Services provided under the amended Agreement shall not exceed Seventy Thousand Eight Hundred and Eleven Dollars (\$70,811), (the "Amended Maximum Amount").
2. Services. The following services shall be added to Divisions B & C referred to in Exhibit A of the Original Agreement:
 - a. The Firm shall conduct a field investigation of the condition of the southwest corner of the Hempstead House at Sands Point Preserve, Sands Point, NY where the façade is visibly separating from the building. The Firm will prepare a letter report of their findings of the investigation and make recommendations on the repair of the condition. The Firm will provide a preliminary cost estimate of the repair. The Firm will prepare construction documents suitable for bidding and building the proposed work. Specification sections shall be prepared in CSI format. Front end specifications will be prepared by the County. The Firm shall provide submissions to the County of drawings, specifications and cost estimates at 40% completion, 90% completion, and 100% completion.

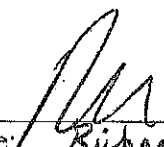
3. Payment. The payment schedule referred to in Exhibit B of the Original Agreement and attached to the Original Agreement is amended to appear in its entirety as set forth in Exhibit B attached hereto (such amended payment schedule, the "**Amended Payment Schedule**").
4. Full Force and Effect. All terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

BEATTY, HARVEY, COCO ARCHITECTS, LLP

By: 
Name: SALVATORE COCO
Title: PARTNER
Date: 2/25/11

NASSAU COUNTY

By: 
Name: Richard R. Walker
Title: Deputy County Executive
Date: 11/15/11

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

~~SUFFOLK~~)ss.:
COUNTY OF ~~NASSAU~~)

On the 25th day of February in the year 2011 before me personally came SALVATORE COCO to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the PARTNER of RHC ARCHITECTS, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Ann V. Testa
NOTARY PUBLIC

ANN V. TESTA
Notary Public, State of New York
No. 01TE6045140
Qualified in Suffolk County
Commission Expires July 24, 20 14

STATE OF NEW YORK)

)ss.:
COUNTY OF ~~NASSAU~~)

On the 15th day of November in the year 2011 before me personally came Richard R. Walker to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Doreen R. Pennica

DOREEN R. PENNICA
NOTARY PUBLIC
STATE OF NEW YORK
COMMISSION NO. 01PE6170832
EXPIRES 7/23/2015

EXHIBIT B

AMENDED PAYMENT SCHEDULE

Environmental Bond Act (EBA) Improvements at Hempstead House, Sands Point Preserve

Payment to the Firm for all services as outlined in "Exhibit A," including any extra services that may be authorized under this Agreement, shall be made as follows:

Technical Design Report (Division A) - The Contractor shall be paid a total lump sum in the following amount:

\$19,750.00 for the design for the replacement of the steel and stone lintels over all of the doors and windows and the reconstruction, rehabilitation and/or replacement of all of the windows along the rear (i.e. the North side) of the building known as Hempstead House at the Sand Point Preserve to cover all costs associated with Division A work as outlined in Section A of Exhibit A.

Detailed Design (Division B) & Construction Related Services (Division C)

Detailed Design (Division B) & Construction Related Services (Division C) - The Contractor shall be paid a lump sum of:

\$34,720.00 to cover all costs associated with all work to complete Divisions B, and C as outlined in Sections B, & C of Exhibit A.

Progress payments shall be made on a monthly basis and shall be based on the Firm's completion of the work associated with Division B and C.

For the remainder of the design and construction phases, including the construction administration phase (Sections B & C), the Firm shall receive a fee equal and payable as follows:

<u>Phase of Work</u>	<u>% of Fee</u>
B. Detailed Design	70 %
C. General Inspection Services	30 %

Partial Payments - The Contractor's fee for services shall be paid in monthly installments. The amount of each partial monthly payment shall be determined by the portion of the Contractor's work completed for each Division, as approved by the Commissioner.

Construction Costs - It is agreed that the total cost of construction shall be the final total cost of the construction contract, including extra change order amounts, except that, in computing the cost of construction the following items shall not be included:

a. Fees paid to the Contractor, subcontractors or construction engineers, cost of land acquisition or legal fees and the cost of equipment purchased outside of the construction contracts.

b. The cost for the disposal, if required, of contaminated soils resulting from the construction work.

c. The cost of any and all change orders required by reason of the failure of the Contractor to include such change order items in the contract documents, or by reason of errors made by the Contractor in the preparation of the contract documents.

d. Moneys paid by the County to a contractor or subcontractor by way of settlement or satisfaction of any claims or legal actions for delay brought against the County.

e. Work for which the Contractor has already been paid such as "Extra Work."

In the event the Contractor's services result in change order "Credits" to the County, such credit amounts shall not be deducted from the final cost of construction. It is the intention of the parties that the Contractor shall be compensated for services rendered, notwithstanding that such services may result in a change order credit which reduces the final cost of construction.

If in the further event the credit change order requires the Contractor to perform additional services, then, subject to the approval of the Commissioner, the Contractor shall be paid for such services pursuant to the subsection entitled "Extra Services or Additional Costs," herein. If the total amount of the lowest responsible construction bids should exceed the final approved estimated construction cost by more than fifteen (15) percent, the County may require the Contractor to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of the construction.

If the award of the construction contract(s) is not made prior to the expiration or termination of this Agreement, then with respect to payment for the Division B, and C services, instead of being paid based on the total cost of construction as outlined above, the Contractor shall be paid a fair and reasonable amount based on services actually rendered as mutually agreed by the Department and the Contractor.

Extra Services or Additional Costs - If the Contractor is required to perform extra services, or incurs additional expenses due to substantial changes ordered by the Department, which changes are not due to the fault or negligence of the Contractor; the Contractor shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Contractor, as either a lump sum or based on actual salaries of personnel as stipulated herein, and as further defined below. Such extra services are to be provided only after written authorization by the Department.

a. For any additional services to be paid on actual salaries the Contractor shall be compensated for such extra services by an amount equal to two and seventy-five hundredths (2.75) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Contractor shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two and seventy-five hundredths (2.75), exclusive of payroll taxes, insurance and any and all fringe benefits.

Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one hundred fifty dollars (\$150) per hour.

b In the event that the County shall direct the Contractor to supply a resident engineer or full time site representative during construction, the Contractor shall be paid for such extra services an amount equal to two and three tenths (2.3) times the direct salaries of personnel assigned to such tasks, exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one hundred fifty dollars (\$150) per hour.

Contract ID#: S9E100-016C

Original Signature
CFPW09000023

Department: Public Works**CF (Capital)****E-146F09****Contract Details**

SERVICE:

NIFS ID #: CFPW09000023 NIFS Entry Date: _____ Term: from _____ to _____

New X Renewal <input type="checkbox"/>	1) Mandated Program:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>	2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Time Extension <input type="checkbox"/>	3) CSEA Agmt. § 32 Compliance Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>	4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>	5) Insurance Required	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
RES#			

Agency Information

Vendor		County Department
Name Beatty, Harvey & Associates, LLP.	Vendor ID# 13-4038454	Department Contact Brian Schneider
Address 325 Wireless Boulevard Hauppauge, New York 11788	Contact Person Salvatore Coco	Address 170 Cantiague Rock Road Hicksville, NY 11801
	Phone 631-300-1010	Phone (516) 571-6994

Routing Slip

*

DCE Ian Siegel

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd	SIGNATURE	Let. Approval Required
	Department	NIFS Entry (Dept) <input type="checkbox"/> NIFS Appvl (Dept. Head) <input checked="" type="checkbox"/>	6/11	Ry RL	
	DPW (Capital Only)	CF Capital Fund Approval <input type="checkbox"/>	7/8	Carroll	
	OMB	NIFS Approval <input checked="" type="checkbox"/>	7/23/09	Infante	YES - NIFS Noted in Blanket
7/24/09	County Attorney	CA RE & Insurance Verification <input checked="" type="checkbox"/>	7/24/09	Q. Smith	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	7/31/09	RL	
8/19/09	Legislative Affairs	Fw'd Original Contract to CA <input type="checkbox"/>	8/19/09	Chris Ego	
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>				
	County Attorney	NIFS Approval <input type="checkbox"/>			
	Comptroller	NIFS Approval <input checked="" type="checkbox"/>	8/24/09	HL	
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	8/24/09	RL	

Received
8/19/09

Contract ID#: S9E100-016CDepartment: Public Works

Contract Summary

Description: Environmental Bond Act (EBA) Improvements at the Hempstead House @ Sands Point Preserve
Purpose: This project includes the design and replacement of steel and masonry lintels over windows and doors and the reconstruction, rehabilitation and/or replacement of windows at Hempstead House at the Sand Point Preserve. This facility has been selected to receive funding through the 2004 Nassau County Environmental Bond Act (EBA) Program.
Method of Procurement: A Request for Proposals (RFP) was prepared and advertised in conformance with standard County procedure.
Procurement History: Eight (8) firms responded to the RFP and submitted proposals. The proposal submitted by Beatty, Harvey & Associates, LLP received the highest technical rating from the technical review committee and their proposed project fee of \$47,500 was deemed to be reasonable. It is the finding of the technical review committee that Beatty, Harvey & Associates, LLP offers the best value to the County and therefore recommends that they be retained for the contract.
Description of General Provisions: The contract will terminate three (3) years after the execution date of the agreement unless sooner terminated or extended in accordance with its terms.
Impact on Funding / Price Analysis: With contingency, the fee for these services is \$61,750. Project funding is provided in the capital spending plan of project 9E100 sub project 016.
Change in Contract from Prior Procurement:
Recommendation: approve as submitted

Advertisement Information

BUDGET CODES	
Fund:	CAP
Control:	9E
Resp:	100
Object:	
Transaction:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$
Federal	\$
State	\$
Capital	\$ 61,750
Other	\$
TOTAL	\$ 61,750

LINE	INDEX/OBJECT CODE	AMOUNT
1	9E100-016	\$ 61,750
2		\$
3		\$
4		\$
5		\$
INSURANCE SECTION		\$
TOTAL		\$ 61,750

Document Prepared By: Brian SchneiderDate: May 2009

NYS Certification I certify that this document was accepted into NYS. Name: <u>Bob Martin</u> Date: <u>Sept 29, 2009</u>	Comptroller Certification I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged. Name: <u>J. Kelly</u> Date: <u>8/28/10</u>	Contract Executive Approval Name: <u>[Signature]</u> Date: <u>8/14/09</u> (For Office Use Only) E #:
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E-116-09

RULES RESOLUTION NO. 193 2009

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS AND BEATTY, HARVEY & ASSOCIATES, LLP.

Passed by the Rules Committee
Nassau County Legislature
By Voice Vote on SEP 09 2009
VOTING:
ayes 8 nays 0 abstained 0 recused 0
Legislators present: 8

WHEREAS, the County has negotiated a personal services agreement with Beatty, Harvey & Associates, LLP. for design construction management and engineering services relating to improvements at Hempstead House at the Sands Point Preserve, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said agreement with Beatty, Harvey & Associates, LLP.

**REQUEST TO INITIATE
REQUEST FOR QUALIFICATIONS/REQUEST FOR PROPOSAL/REQUEST FOR BID
CONTRACT**

PART I: Approval by the Deputy County Executive for Operations must be obtained prior to ANY RFQ/RF/RFBC

☐ RFQ

☒ RFBC

Project No.: 9E100F

Project Title: EBA Improvements at Hempstead House

Department: Public Works

Date: 09/25/2008

Service Requested: To retain the professional services of an engineering firm to design improvements at the Hempstead House located in the Sands Point Preserve. These improvements are authorized under the County's 2004 Environmental Bond Act. The engineering firm will work with the EBA Program Manager and/or the County to ensure that the improvements meet the goals and the budget of the EBA program. The improvements are anticipated to include window replacement, lintel restoration and masonry work.

Justification: The County has approved \$330,000 through the EBA for improvements at the Hempstead House. It is necessary to retain the services of an engineering firm that can devote undivided attention to design of the EBA improvements at this location so that construction can commence in a timely manner.

Estimated Construction Cost: \$50,000 to \$75,000

Date RFBC Due: November 30, 2008

Department Head Approval:

☒ YES

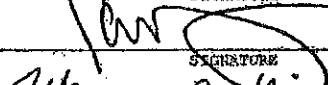
☐ NO


SIGNATURE

DCE/Vertical Approval:

☒ YES

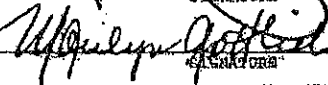
☐ NO


SIGNATURE

DCE/Ops Approval:

☒ YES

☐ NO


SIGNATURE

PART II: To be submitted to deputy County Executive for Operations after Qualifications/Proposals/Contracts are received from Responding vendors.

Vendor	Quote	Comment
1. BEATTY, HARVEY & ASSOC.	\$60,000	
2. DAVID SWIFT ARCH.	\$ 84,000	
3. WASA/STUDIOA	\$ 40,000	
4. DVIRKA & BARTILUCCI	\$ 66,375	
5. DESIGN, PRESERVE BUILD	\$ 69,500	
6. BELFIORE ARCHITECTS	\$ 80,000	
7. ROSLYN CONSULTANTS	\$ 82,000	
8. KIM ARCHITECTURE	\$ 19,700	

DCE/Ops Approval:

YES

NO

Signature: _____

COUNTY OF NASSAU
Inter-Departmental Memo

TO: Office of the County Executive
Att: Ian R. Siegel, Deputy County Executive

FROM: Department of Public Works

DATE: May 6, 2009

SUBJECT: Environmental Bond Act (EBA) Improvements at Hempstead House – Recommendation of Firm for Engineering and Design Services – Capital Project No. 9E100-016C

This Department intends to procure engineering services for the study, planning and design of improvements at the Hempstead House at the Sands Point Preserve. Funding for these improvements has been approved under the 2004 Environmental Bond Act. This project includes the design and replacement of steel and masonry lintels over windows and doors and the reconstruction, rehabilitation and/or replacement of windows.

A "Request for Proposal" was prepared in conformance with the Department's policy for assessing technical understanding, statement of qualification, and a proposed project schedule. The Request for Proposal was posted on the County's website and advertised in Newsday.

Technical and Cost Proposals were submitted by the eight (8) firms listed below on February 17, 2009. The Technical Proposals were evaluated by professionals from within the Department of Public Works. Following the review, the technical rank was established and the cost proposals were reviewed. The results of the technical evaluation are summarized below, along with each firm's total proposed project fee (based on a \$500,000 construction budget):

Proposer	Technical Rank	Technical Score	Technical Design Report	Detail Design and Construction Services Fee	Total Project Fee (TDR, Detail Design and Construction Services)	Cost Proposal with Contingency
Beatty, Harvey & Associates	1	87	\$25,000	\$35,000	\$60,000	\$78,000
David Swift Architects	2	85	\$28,000	\$56,000	\$84,000	\$109,200
WASA/StudioA	3	85	\$18,000	\$22,000	\$40,000	\$52,000
Dvirka & Bartilucci	4	81	\$15,375	\$51,000	\$66,375	\$86,288
Design Preserve Build Architecture	5	79	\$17,215	\$52,285	\$69,500	\$90,350
Belfiore Architects	6	71	\$10,000	\$70,000	\$80,000	\$104,000
Roslyn Consultants	7	51	\$40,000	\$42,000	\$82,000	\$106,600
Kim Architecture	8	48	\$5,200	\$14,500	\$19,700	\$25,610



Ian R. Siegel, Office of the County Executive

May 6, 2009

Page Two

Subject: Environmental Bond Act (EBA) Improvements at Hempstead House – Recommendation
of Firm for Engineering and Design Services – Capital Project No. 9E100-016C

The Technical Review Committee deemed Beatty, Harvey & Associates (BH&A) the highest technically ranked firm and then entered into negotiations relative to their proposed fee. After discussions clarifying the scope of work, BH&A amended their proposed fee schedule reducing the cost of their overall fee from \$60,000 to \$47,500.

The Technical Review Committee believes that this fee is reasonable and with the design contingency, the total contract ceiling would be \$61,750.00.

In our professional judgment, the proposal submitted by BH&A, having the highest technical rating and a reasonable project fee among the responsive firms represents the best value to the County. As such, it is the Department's recommendation that BH&A be retained to provide the necessary services for the EBA improvements at Hempstead House.

The funding for these professional services is available under Capital Project No. 9E100, sub project 016.

If you approve or disapprove of the foregoing, please signify by signing below and returning a copy of this memo.

In accordance with the procedural guidelines, CSEA has been notified of this proposed agreement.

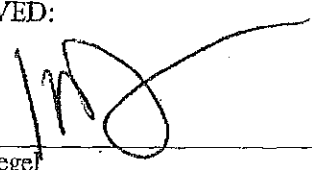


Raymond A. Ribeiro
Commissioner

RAR:JLD:KGA:jb

- c: Joseph L. Davenport, Deputy Commissioner of Public Works
Gary Yansick, Unit Head, Management and Finance Unit
Kenneth G. Arnold, Unit Head, Water/Wastewater Engineering Unit
Brian J. Schneider, Hydrogeologist III

APPROVED:



Ian R. Siegel
Deputy County Executive

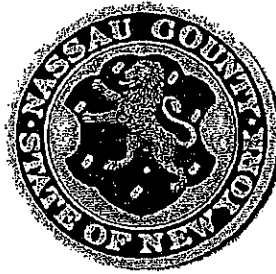
5/6/09
Date

DISAPPROVED:

Ian R. Siegel
Deputy County Executive

Date

Howard S. Weitzman
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Beatty, Harvey & Associates, LLP

CONTRACTOR ADDRESS: 325 Wireless Blvd., Hauppauge, New York 11788

FEDERAL TAX ID #: 13-4038454

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☒ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on January 14, 2009. Potential proposers were made aware of the availability of the RFP by newspaper advertisement and posting on website. Proposals were due on February 17, 2009. Eight (8) proposals were received and evaluated. The evaluation committee consisted of: Joseph Davenport, Gary Grasso, Ken Arnold and Brian Schneider from the Department of Public Works. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**

☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature

6/11/09

Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS
PROPOSED CONTRACT
(Via Fax)

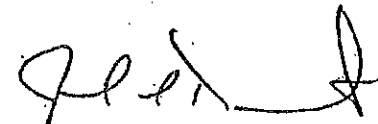
TO: Civil Service Employees Association, Nassau Local 830 (fax 742-3801)
FROM: Department of Public Works (fax 571-9656)
DATE: June 5, 2009
SUBJECT: CSEA Notification of a Proposed DPW Design Services Contract
Proposed Contract Number: 9E100-016C

The following notification is to comply with the spirit and intent of Section 32 of the County/CSEA contract. It should not be implied that the proposed DPW contract/agreement is for the work which has "historically and exclusively been performed by bargaining unit members."

1. DPW plans to recommend a design and construction services contract to:

Design Environmental Bond Act (EBA) Improvements at Hempstead House at the Sands Point Preserve
2. The work involves the following:
 - Preparation of Technical Design Report (TDR) for improvements to windows, lintels and doors at the Hempstead House
 - Preparation of design documents (plans and specifications) suitable for bidding
 - Provide construction related services
3. An estimate of the cost is: \$ 75,000
4. An estimate of the duration is: Three (3) years

Should you wish to propose an alternative to the proposed contract/agreement, please respond within 10 days, to: Department of Public Works Att: Gary J. Yansick, Telephone 1-6975, Fax 1-9656.


Joseph L. Davenport
Deputy Commissioner

JLD:KGA:jb

- c: Raymond Stefanowicz, Senior Deputy Commissioner
Daniel McCray, Director, Office of Labor Relations
Kenneth G. Arnold, Unit Head, Water/Wastewater Engineering Unit
Brian J. Schneider, Hydrogeologist III
Richard Haydock, Management and Finance Unit

We are transmitting one (1) sheet. If there were problems with this transmission, call 571-6975.

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE STATEMENT

1. Name of Firm: Beatty, Harvey & Associates, Architects, LLP
Address: 325 Wireless Boulevard
City and State: Hempstead, NY Zip Code 11788

2. Firm's Vendor Identification Number: _____

3. Type of Business: _____ Public Corp. _____ Partnership _____ Sole Proprietorship _____ Joint Venture
_____ Ltd Liability Company _____ Closely Held Corp. LLP Other (specify) _____

4. List names and address of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of joint ventures, and all members and officers of Limited Liability Companies (attach additional sheet (s) if necessary)

Todd Harvey, 156 Chichester Road, West Hills, NY 11743

Salvatore Coco, 19 Springwood Path, Laurel Hollow, NY 11791

5. List all names and address of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. (* If a Publicly held Corporation include a copy of 10K form in lieu of completing this section) (attach additional sheet (s) if necessary).

see #4 above

6. List all affiliated and related companies and their relationship to the firm entered on line 1 (one) above [if none, enter "None"] (* include a separate disclosure form for each affiliated or subsidiary company) (attach additional sheet (s) if necessary).

NONE

7. VERIFICATION: This section must be signed by a principal of the Consultant, Contractor or Vendor authorized as signator of the firm for the purpose of executing contracts. The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her own knowledge, true.

Dated: MAY 19, 2009

Signed: _____

Print Name: SALVATORE G. COCO

Title: PARTNER

CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Beatty, Harvey & Associates Architects LLP a consultant firm having its principal office at 325 Wireless Boulevard, Hauppauge, New York 11788 (the "Firm" or the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Contractor desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate on three (3) years from the Commencement Date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for a period of up to one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension.

2. Services, Extra Services and Reimbursable Expenses.

(a) The services to be provided by the Firm under this Agreement consist of design, construction management and professional engineering architectural services for the Environmental Bond Act (the "EBA") project at the Hempstead House at Sands Point Preserve. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Contractor shall not perform, nor be compensated for, Extra Services without the prior written approval of the Commissioner of the Department (the "Commissioner"). The Contractor agrees to perform any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

(c) The following items are not included in the Firm's fee, and shall be reimbursable at an actual cost as expenditures in the interest of the project, provided (i) they have been approved in advance by the Commissioner of the Department in writing, in his/her sole discretion, (ii) are not considered services as set forth in this Agreement, and (iii) subject to compliance with the County's bill paying procedures:

(1) The direct cost of expenses for travel to locations other than the County and or the project site, including transportation (coach unless otherwise authorized by the County), reasonable meal and lodging expenses, at rates established by the County for its own employees, and as have been approved in advance by the County.

(2) Testing Laboratory Services.

(3) Messenger service and cables as NOT necessarily incurred in the performance of services hereunder by the Firm and their sub-consultants.

(4) Final models, photographs and renderings as requested by the County.

(5) Reproduction of design development and construction document drawings, specification, reports and other documents furnished to, or on behalf of, the County in excess of five (5) copies each. Any items prepared on behalf on the Firm or their sub-consultants shall not be paid for by the County.

(6) Other comparable expenses as approved by the County.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and hereby made a part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement, including any Extra Services that may be so authorized, shall not exceed sixty-one thousand, seven hundred and fifty dollars (\$61,750.00).

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Contractor, to demand that the Contractor furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Contractor.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Contractor represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Contractor from asserting or protecting its rights in any report, document or other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Contractor hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendices "EE" and "U" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Firm to inform the County of any material changes in the content of its certification of compliance, attached as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action, as it deems appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the standard practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9 Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any willful misconduct, negligent acts or omissions of the Firm or a Contractor Agent, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10 Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one

million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11 Assignment; Amendment; Waiver; Subcontracting.

This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor,

and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of

the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of two hundred sixty-six dollars (\$266.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

22. Joint Venture.

(a) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Contractor or any other entity, partner or joint venturer hereunder.

(b) If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

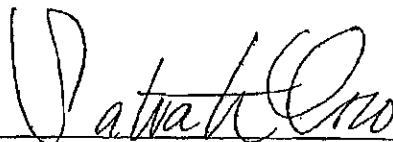
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

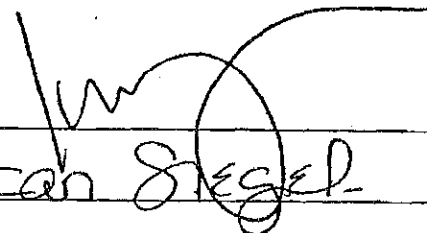
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IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the date first above written.

BEATTY, HARVEY & ASSOCIATES
ARCHITECTS, LLP

By: 
Name: SALVATORE COCO
Title: PARTNER
Date: MAY 19, 2009

NASSAU COUNTY

By: 
Name: IAN SIEGEL
Title: Deputy County Executive
Date: 8-14-09

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 19th day of May in the year 2009 before me personally came SALVATORE COCCO to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of NASSAU; that he or she is the PARTNER of BH & A ARCHITECTS, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

Ann V. Testa

NOTARY PUBLIC

ANN V. TESTA
Notary Public, State of New York
No. 01TE6045140
Qualified in Suffolk County
Commission Expires July 24, 2010

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 14 day of August in the year 2009 before me personally came Sam Tiger to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

James D. Collins
NOTARY PUBLIC

JAMES D. COLLINS
Notary Public, State of New York
No. 4881903
Qualified in Nassau County
Commission Expires Dec. 29, 2010

EXHIBIT A

Environmental Bond Act (EBA) Improvements at Hempstead House, Sands Point Preserve

Basic Services of the Firm

The scope of services to be provided by the Firm under this Agreement shall be as categorized and described for the following project:

- **Hempstead House Improvements**

- A. Division A - The Firm shall prepare a Technical Design Report (TDR), for the above-described project.

The TDR for the design and replacement of the steel and stone lintels over the windows and doors and reconstruction, rehabilitation and/or replacement of the windows along the rear (North side facing Long Island Sound) of the building known as Hempstead House at the Sand Point Preserve will include, as a minimum, chapters containing the following:

1. Description of existing conditions at the location, associated problems, and/or survey of existing conditions.
2. A review of methods and materials available to replace the steel and stone lintels over the doors and windows and to repair, reconstruct and/or replace the windows along the rear portion of the building, i.e. the North side, facing the long Island sound.
3. Design criteria/basis for design.
4. A schedule of anticipated drawings for the project.
5. Construction Schedule for the project.
6. Preliminary construction cost estimate for the project.

The TDR must be able to stand on its own as the basis for design. The Firm shall submit five (5) copies of the report in draft form for review by the County. The Firm shall meet with the County to discuss review comments and then revise and resubmit five (5) copies of the report in final form.

The Technical Design Report shall be completed upon the written approval of the Commissioner.

All outputs shall be in Microsoft Word, AutoCAD and Microsoft Excel compatible formats. In addition, all work will be compatible to the County's Geographic Information System (GIS). Please be aware that a license will be required from the County to utilize data from the County's GIS.

- B. Division B - Detailed Design Services for the replacement of the steel and stone lintels over the doors and windows and the repair, reconstruction, and/or replacement of the windows along the rear (i.e. North side) of the building known as Hempstead House at the Sands Point Preserve. **The scope of work shall include the design for all doors and windows on the North side (rear) of the building.**

Upon County approval of the Technical Design Report, the Firm agrees to perform all the usual and necessary design services in connection with the preparation of detailed contract drawings, specifications, and estimates for the replacement of all of the steel and stone lintels over the doors and windows and the repair, reconstruction, and/or replacement of all of the windows along the rear (i.e. North side) of the building known as Hempstead House at the Sands Point Preserve. The Firm shall conduct surveys that it determines to be necessary to define base mapping for the preparation of the contract drawings.

The contract drawings shall be prepared in an AutoCAD release acceptable to the County. The Firm shall furnish the contract drawings on CD-ROM. In all circumstances, the hard copy of any such plans and drawings shall be relied on by the County, and shall control in the event of any conflict or discrepancies.

The full-size contract drawings shall be produced on material suitable for reproduction (either mylar or vellum) in order that the County may make the necessary copies of such contract drawings. It is understood and agreed that, in addition to the drawings, the Firm shall prepare all necessary technical specifications as part of the construction documents and deliver the same to the County in order that necessary reproductions and copies of the same may be prepared by the County.

During the preparation of these documents the Firm shall perform the following services:

1. Submit preliminary (40% design completion), draft bid (90% design completion) and pre-bid (100% design completion) plans and specifications for County review (eight [8] sets for each) and approval.
2. Attend review meetings on the average of once per month in order to review job progress and to resolve design and other questions. A representative of the Firm will prepare draft and final minutes of each meeting and after County approval distribute final minutes to all attendees.
3. Submit three (3) copies of a draft detailed construction cost estimate (at 40% design completion) and three (3) copies of a final detailed construction cost estimate (at 90% and 100% design completion). The cost estimate shall also include an estimate to repair/replace each individual window unit (i.e. not just an estimate of the pieces). This

final detailed estimate will have a breakdown by CSI division for each cost item in the estimate.

4. Prepare permit applications, reports or submittals required by other agencies having jurisdiction. This work task will not be considered complete until it culminates in a pre/post design approval by the appropriate agency or agencies. The Firm must be aware of the latest applicable codes and agency procedural requirements in order to expeditiously complete this design task. Correspondence shall be submitted directly to the agency for review/approval with at least two copies to the County, unless otherwise directed. Typical regulatory agencies involved in our Environmental Engineering Projects may include but will not be limited to the following:
 - a. New York State Department of Environmental Conservation – Fresh/Tidal Wetlands permits, stream disturbance permits, water quality certification permits, SPDES General Permit-0-08-002 for runoff from construction sites including Stormwater Pollution Prevention Plan.
 - b. New York State Department of State – Coastal Management Program.
 - c. United States Army Corps of Engineers – Nationwide General Permit
 - d. Local agencies (Towns, Villages, etc.)
5. Submit written responses to all County review comments.
6. Make periodic site visits, as necessary, for a complete understanding of the system operation.
7. Submittal of mylar or vellum bid plans and a master specification book. The County shall have the required number of sets of bid documents printed without the assistance of the Firm.
8. Review all comments and/or questions posed by prospective bidders.
9. Prepare all necessary addenda to the contract documents.
10. Review all bid proposals received and provide a written recommendation regarding award of the construction contracts.
11. If requested, the Firm will provide copies of any and all design calculations.
12. If the total amount of the lowest responsible construction bids should exceed the final approved construction cost, which is based on the

Firm's final construction cost estimate, by more than fifteen (15) percent, the County may require the Firm to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of construction. The Firm is responsible for obtaining construction budget information from the County.

13. In preparing the contract specifications, the County shall furnish the Firm with a copy of the standard contract "Front End" consisting of the Notice to Bidders, Instructions to Bidders, Agreement and General Conditions. The Proposal Forms, Special Conditions (Division 1) and all other sections of the technical specifications shall be developed by the Firm. The specifications shall be written following the CSI format.

The Firm shall not commence the services described in Division C until such time as the necessary capital funds are appropriated by the Nassau County Legislature, encumbered thereof by the Nassau County Comptroller for the required purpose and authorized by the Commissioner.

- C. Division C - General Inspection Services for the replacement of the steel and stone lintels over the doors and windows and the repair, reconstruction and/or replacement of the windows along the rear wall (i.e. North side facing Long Island Sound) of the building known as Hempstead House, Sands Point Preserve

Prior to and during the course of project construction, the Firm shall perform the following General Inspection Services:

1. Conform the contract bid documents (plans and specifications) to reflect changes made by any addenda and provide the County with one (1) set of conformed mylar or vellum plans and a master specification book.
2. Provide representation at pre-construction conference for the replacement of the steel and stone lintels over the doors and windows and the repair, reconstruction and/or replacement of the windows along the rear wall (i.e. North side) of the building.
4. Review and approve detailed construction, shop and erection drawings.
5. Review and approve all proposed deviations and substitutions which do not constitute significant changes to the scope of work or design intent of the contract drawings.
6. Review all laboratory, shop, mill, material and equipment test reports.

7. Prepare supplemental sketches, if required, to reflect actual field conditions.
8. Make periodic field visits, as necessary or reasonably required, to observe the construction work and confer with the County and Prime Construction Contractors on construction progress and problems which arise during the progress of the construction work.
9. Assist the County in interpreting the construction contract documents.
10. Review change orders and prepare supplementary drawings and detailed independent cost estimates in a timely fashion so as not to impede construction progress.
11. Arrange for the Firm's project manager and support staff to attend update (one [1] per month) and job (one [1] per month) meetings.
12. Witness and provide a written report on shop tests for all major equipment.
13. Provide consultation on special construction problems by specialists in specific fields of work.
14. Assist the County in the final inspection of the work to determine if each construction contract has been completed in accordance with the contract documents. Provide written certification that project completion was in accordance with the contract documents.
15. Throughout the construction period, and at the completion of the construction activities, field verify and check the Prime Construction Contractor's Record Drawings on which the Prime Construction Contractors have indicated changes in the construction work as-built to the extent possible based on the Firm's periodic site visits. This task shall include, but not be limited to the following:
 - a. That all equipment is shown as installed and that furnished dimensions are correct.
 - b. That all required wiring diagrams, conduit schedules, etc. are provided and are in agreement with the field installation.
 - c. That all changes, additions and deletions are shown.
 - d. That the record drawings are legible and clearly drawn.
 - e. That all supplemental and detailed drawings are included.
16. Check Prime Construction Contractor prepared as-built drawings and modify digital computer files of contract drawings to reflect work as

actually constructed. Provide two (2) CD-ROM copies of these as-built digital computer files of the contract drawings.

EXHIBIT B

PAYMENT SCHEDULE

Environmental Bond Act (EBA) Improvements at Hempstead House, Sands Point Preserve

Payment to the Firm for all services as outlined in "Exhibit A," including any extra services that may be authorized under this Agreement, shall be made as follows:

Technical Design Report (Division A) - The Contractor shall be paid a total lump sum in the following amount:

\$19,750.00 for the design for the replacement of the steel and stone lintels over all of the doors and windows and the reconstruction, rehabilitation and/or replacement of all of the windows along the rear (i.e. the North side) of the building known as Hempstead House at the Sand Point Preserve to cover all costs associated with Division A work as outlined in Section A of Exhibit A.

Detailed Design (Division B) & Construction Related Services (Division C)

Detailed Design (Division B) & Construction Related Services (Division C) - The Contractor shall be paid a lump sum of:

\$27,750.00 to cover all costs associated with all work to complete Divisions B, and C as outlined in Sections B, & C of Exhibit A.

Progress payments shall be made on a monthly basis and shall be based on the Firm's completion of the work associated with Division B and C.

For the remainder of the design and construction phases, including the construction administration phase (Sections B & C), the Firm shall receive a fee equal and payable as follows:

<u>Phase of Work</u>	<u>% of Fee</u>
B. Detailed Design	70 %
C. General Inspection Services	30 %

Partial Payments - The Contractor's fee for services shall be paid in monthly installments. The amount of each partial monthly payment shall be determined by the portion of the Contractor's work completed for each Division, as approved by the Commissioner.

Construction Costs - It is agreed that the total cost of construction shall be the final total cost of the construction contract, including extra change order amounts, except that, in computing the cost of construction the following items shall not be included:

a. Fees paid to the Contractor, subcontractors or construction engineers, cost of land acquisition or legal fees and the cost of equipment purchased outside of the construction contracts.

b. The cost for the disposal, if required, of contaminated soils resulting from the construction work.

c. The cost of any and all change orders required by reason of the failure of the Contractor to include such change order items in the contract documents, or by reason of errors made by the Contractor in the preparation of the contract documents.

d. Moneys paid by the County to a contractor or subcontractor by way of settlement or satisfaction of any claims or legal actions for delay brought against the County.

e. Work for which the Contractor has already been paid such as "Extra Work."

In the event the Contractor's services result in change order "Credits" to the County, such credit amounts shall not be deducted from the final cost of construction. It is the intention of the parties that the Contractor shall be compensated for services rendered, notwithstanding that such services may result in a change order credit which reduces the final cost of construction.

If in the further event the credit change order requires the Contractor to perform additional services, then, subject to the approval of the Commissioner, the Contractor shall be paid for such services pursuant to the subsection entitled "Extra Services or Additional Costs," herein.

If the total amount of the lowest responsible construction bids should exceed the final approved estimated construction cost by more than fifteen (15) percent, the County may require the Contractor to revise the plans, at no additional cost to the County, so as to stay within the final approved estimated cost of the construction.

If the award of the construction contract(s) is not made prior to the expiration or termination of this Agreement, then with respect to payment for the Division B, and C services, instead of being paid based on the total cost of construction as outlined above, the Contractor shall be paid a fair and reasonable amount based on services actually rendered as mutually agreed by the Department and the Contractor.

Extra Services or Additional Costs - If the Contractor is required to perform extra services, or incurs additional expenses due to substantial changes ordered by the Department, which changes are not due to the fault or negligence of the Contractor; the Contractor shall be compensated for such extra expense and services. Payment terms for any additional services shall be as mutually agreed by the Department and Contractor, as either a lump sum or based on actual salaries of personnel as stipulated herein, and as further defined below. Such extra services are to be provided only after written authorization by the Department.

a. For any additional services to be paid on actual salaries the Contractor shall be compensated for such extra services by an amount equal to two and seventy-five hundredths (2.75) times the actual salaries or wages paid to the technical personnel engaged in this phase of the work, exclusive of payroll taxes, insurance, and any and all fringe benefits. The Contractor shall be compensated for such services performed by principals while engaging in a technical capacity in the project, based on the principal's hourly rate, times two and seventy-five hundredths (2.75), exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one hundred fifty dollars (\$150) per hour.

b In the event that the County shall direct the Contractor to supply a resident engineer or full time site representative during construction, the Contractor shall be paid for such extra services an amount equal to two and three tenths (2.3) times the direct salaries of personnel assigned to such tasks, exclusive of payroll taxes, insurance and any and all fringe benefits. Notwithstanding the foregoing, the maximum billable rate, after application of the multiplier, shall not exceed one hundred fifty dollars (\$150) per hour.

Appendix "EE"

Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan and any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefore or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes

from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding there bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

APPENDIX "L"

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), the Contractor hereby certifies the following:

1. The chief executive officer of the Contractor is:

Salvatore Coco
19 Springwood Path
Laurel Hollow, NY 11791

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such contractor establishes to the satisfaction of the Department that at the time of execution of this agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor

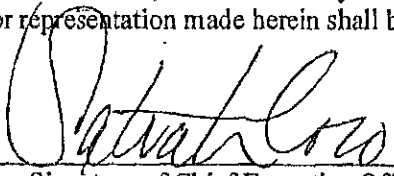
3. In the past five years, Contractor _____ has ☒ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action _____ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

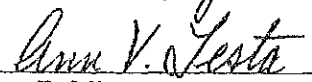
MAY 19, 2009
Dated


Signature of Chief Executive Officer

SALVATORE COCO
Name of Chief Executive Officer

Sworn to before me this

19th day of May, 2009


Notary Public

Appendix "U" – Collective Bargaining

Title 56

COLLECTIVE BARGAINING ACTIVITIES OF UNIONS IN NASSAU COUNTY

§ 1. Legislative Intent.

This Legislature hereby finds and determines that funds appropriated by the County Legislature for the purchase of necessary goods and services should ultimately be expended solely for the purpose for which they were appropriated and should not be used to deter, or promote union organizing.

This Legislature also finds that the use of County funds and property to assist, deter or promote union organizing causes conflicts and work interruptions which waste scarce County resources on issues of secondary importance.

This Legislature further finds and determines that where the County expends significant resources for the purchase of goods or the delivery of needed human services, the County's financial interests is advanced by the promotion of non-confrontational procedures which limit the economic and social disruptions associated with collective bargaining disputes.

This Legislature also determines that the State of New York has recently enacted amendments to the New York Finance Law to restrict the use of State funds in assisting, deterring or promoting union organizing.

Therefore, the purpose of this law is to protect the County's financial interests in connection with its commitment of economic resources by prohibiting funding of certain forms of labor/management conflict and is not intended to provide an advantage to either labor or management during the conduct of union organization campaigns, nor to express any generally applicable policy regarding labor/management relations.

§2. Definitions.

As used in this law, the following terms shall have the meanings indicated:

- A) "Assist, Promote or Deter Union Organizing" shall mean any attempt by an employer to influence the decision of its employees in the County of Nassau or those of its subcontractors regarding either of the following:
 - 1.) whether to support or oppose a labor organization that represents or seeks to represent those employees; and
 - 2.) whether to become a member of any labor organization.

- B.) "Binding Arbitration Agreements" shall mean a written agreement to submit any dispute arising out of the efforts of a labor organization to represent the employees of a County contractor to final and binding arbitration.
- C.) "County Contractor" shall mean any employer that receives more than Fifty Thousand (\$50,000) Dollars in County funds for supplying goods or services pursuant to a written contract with the County of Nassau or any of its agencies; pursuant to a Nassau County grant; pursuant to a Nassau County program; pursuant to a Nassau County reimbursement for services provided in any calendar year; or pursuant to a sub-contract with any of the above.
- D.) "County Funds" shall mean any monies appropriated by the Nassau County Legislature.
- E.) "County Property" shall mean any property or facility owned or leased to or by the County of Nassau or any Nassau County agency or authority.
- F.) "Employee" shall mean any person employed by an employer other than a person employed in a supervisory, managerial or confidential position as defined by applicable law.
- G.) "Employer" shall mean any individual, corporation, unincorporated association, partnership, government agency or authority, or another legal entity, whether a for profit entity, a not-for-profit entity or a public entity that employs more than one person in the County of Nassau.
- H.) "Fair Communication Agreements" shall mean a written agreement requiring the parties to such agreement to refrain from providing employees with false and misleading information regarding the circumstances surrounding their employment.
- I.) "Human Services Contract" shall mean a County contract, grant or reimbursement of over Fifty Thousand (\$50,000) Dollars for the provision of health, mental health, residential or day treatment services to the mentally ill and developmentally disabled, social services and other care and treatment services of the County.
- J.) "Labor Disputes" shall mean any concerted action concerning wages, hours and conditions of employment or concerning the representation of person in negotiating, maintaining changing or seeking to arrange wages, hours and conditions of employment.
- K.) "Labor Organization" shall mean an organization of any kind in which employees participate and which exists for the purpose, in whole or in part, or representing employees concerning wages, rates for pay, benefit, grievances, labor disputes, hours of employment, working conditions or other matters

incidental to the employment relationship, and shall include the parent, national or international organization of a local labor organization.

- L.) "Majority Authorization Card Agreement" shall mean a written agreement authorizing the recognition of a labor organization as the exclusive bargaining agent for a bargaining unit based on the presentation of a majority of authorizing cards.
- M.) "Neutrality Agreement" shall mean a written agreement by a County contractor not to participate in or request or otherwise seek to influence, either in writing or orally, the decision of its employees as to whether or not to be represented by a labor organization.
- N.) "Non-Intimidation Agreements" shall mean a written agreement prohibiting the parties from coercing or intimidating employees explicitly or implicitly in selecting or not selecting a bargaining representative.
- O.) "Reasonable Access Agreement" shall mean a written agreement granting a labor organization reasonable access to employees and information necessary to be communicated therewith.

§3. Prohibitions

- A.) A County contractor shall not use any of County funds to assist, promote or deter union organizing.
- B.) No County funds shall be used to reimburse a County contractor for any costs incurred to assist, promote or deter union organizing.
- C.) The County of Nassau shall not use County funds to assist, promote or deter union organizing.
- D.) All County contracts, grant applications, program guidelines and any other relevant documents shall contain the text of the prohibitions in this section.
- E.) No employer shall use County property to hold a meeting with employees or supervisors if the purpose of such meeting is to assist, promote or deter union organizing.
- F.) Prior to the award of a County contract or grant, and/or prior to authorization to participate in a County program, the potential awardee, recipient, and or program participant, as the case may be, shall provide a certification, subscribed by such awardee, recipient and or program participant and affirmed by said person as true under the penalties of perjury to the County agency or authority involved that none of the funds shall be used to assist, promote or deter union organizing.

- G.) Every request for payment of County funds by a County contractor shall include a certification, subscribed to by such person seeking reimbursement and affirmed by said person as true under the penalties of perjury, that the contractor is not seeking reimbursement for costs incurred to assist, promote or deter union organizing.
- H.) Every County Department, Agency, Authority or Office shall require those seeking County contracts, grants, awards, program participation and/or County reimbursement to certify and affirm as true under the penalty of perjury that such entities will take all action necessary to ensure that County funds are not used to assist, promote or deter union organizing.
- I.) Any County contractor who makes expenditures or incurs costs to assist, promote or deter union organizing shall maintain records sufficient to show that no County funds were used for those expenditures and, as applicable, that no reimbursement from County funds has been sought for such costs. Such records shall be made available to the pertinent County agency or authority, the County Comptroller, or the County Attorney, upon request.

§ 4. Accounting.

Each County contractor shall account for funds spent on assisting, deterring or promoting union organizing activities as follows:

- A) County funds designated by the County for use for a specific expenditure of the recipient shall be accounted for as allocated to the expenditure.
- B.) County funds that are not designated as described in paragraph (A) of this section shall be allocated on a pro rata basis to all expenditures by the recipient that supports the program for which the grant is awarded.
- C.) If County funds and other funds are commingled, and the contractor fails to keep records sufficient to satisfy the requirements of paragraphs (A) or (B) of this section, any expenditure to assist, promote or deter union organizing shall be allocated between the County funds and other funds on the pro rata basis derived from the interplay of paragraphs (A) and (B) of this section.
- D.) Any expense, including legal and consulting fees and salaries of supervisor and employees, incurred for research for, or preparation, planning or coordination of, carrying out, an activity to assist, promote or deter union organizing shall be treated as paid or incurred for that activity.

§ 5. Applicability.

- A) This law shall apply to any contracts awarded on or after the effective date of this law.

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Beatty, Harvey, Coco Architects LLP
Address: 325 Wireless Blvd.
City, State and Zip Code: Hauppauge, NY 11788
2. Entity's Vendor Identification Number: 13-4038454
3. Type of Business: ☐ Public Corp ☒ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

Todd Harvey
156 Chichester Road
Huntington, NY 11743

Salvatore G. Coco
19 Springwood Path
Laurel Hollow, NY 11791

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation include a copy of the 10K in lieu of completing this section.

Todd Harvey
156 Chichester Road
Huntington, NY 11743

Page 2 of 4

Salvatore G. Coco
19 Springwood Path
Laurel Hollow, NY 11791

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company.

NONE

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements, or to otherwise engage in lobbying as the term is defined herein. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):
NONE

(b) Describe lobbying activity of each lobbyist. See page 4 of 4 for a complete description of lobbying activities.

N/A

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

N/A

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: 5/20/2015

Signed: 

Print Name: Dawn Gainer

Title: Controller